**EXHIBIT J**

The following is a summary of Long-Term Debt, including current maturities, and unsecured long-term debt included in Liabilities Subject to Compromise as of December 31, 2005 and 2004:

| | December 31, | | |
|---|---|---|---|
| | 2005 | | 2004 |
| | Subject to Compromise | Debt | |
| | (in millions) | | |
| Commercial paper program | $ — | $ — | $ 330 |
| 6.55%, unsecured notes, due 2006 | 500(a)(b)(c) | — | 500 |
| 6.50%, unsecured notes, due 2009 | 498(a)(b)(c) | — | 498 |
| 6.50%, unsecured notes, due 2013 | 493(a)(b)(c) | — | 495 |
| 7.125%, debentures, due 2029 | 493(a)(b)(c) | — | 496 |
| DIP term loan | — | 250 | — |
| Prepetition term loan facility | — | 984(b)(c) | — |
| Prepetition revolving credit facility | — | 1,506(b)(c) | — |
| European securitization program | — | 149 | — |
| Accounts receivable factoring | — | 365 | 65 |
| Capital leases and other | 78(c) | 136 | 184 |
| Total debt | $2,062 | 3,390 | 2,568 |
| Less: current portion | | (3,117) | (507) |
| Long-term debt | | $ 273 | $2,061 |

(a) Pursuant to the requirements of SOP 90-7 as of the Chapter 11 Filings, deferred financing fees related to prepetition debt are no longer being amortized and have been included as an adjustment to the net carrying value of the related prepetition debt at December 31, 2005.

(b) Debt in default as of December 31, 2005.

(c) The Chapter 11 Filings triggered defaults on substantially all debt and certain lease obligations.

The stay of proceedings provisions of section 362 of the Bankruptcy Code apply to actions to collect prepetition indebtedness or to exercise control over the property of the Debtors' estate in respect of such defaults. The rights of and ultimate payments by the Debtors under prepetition obligations will be addressed in any plan of reorganization and may be substantially altered. This could result in unsecured claims being compromised at less, and possibly substantially less, than 100% of their face value.

**Secured Debt**

*Debtor-In-Possession Facilities*

On October 14, 2005, Delphi entered into a Revolving Credit, Term Loan and Guaranty Agreement (the "DIP Credit Facility"), as amended by the First Amendment to the DIP Credit Facility, dated October 27, 2005, and further amended and restated by the Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement, dated November 21, 2005 and as further amended by the First Amendment to Amended and Restated Credit Agreement and Amended and Restated Security and Pledge Agreement dated as of February 3, 2006, the Second Amendment to Amended and Restated Credit Agreement dated as of April 13, 2006, the Third Amendment to Amended and Restated Credit Agreement dated May 26, 2006, and the Fourth Amendment to Amended and Restated Credit Agreement dated June 19, 2006 (the "Amended DIP Credit Facility") to borrow up to $2.0 billion from a syndicate of lenders arranged by J.P. Morgan Securities Inc. and Citigroup Global Markets, Inc., for which JPMorgan Chase Bank, N.A. is the administrative agent (the "Administrative Agent") and Citicorp USA, Inc., is syndication agent (together with the Administrative Agent, the "Agents"). The Amended DIP

Credit Facility consists of a $1.75 billion revolving facility and a $250 million term loan facility (collectively, the "Amended DIP Loans"). The Amended DIP Credit Facility carries an interest rate at the option of Delphi of either (i) the Administrative Agent's Alternate Base Rate (as defined in the Amended DIP Credit Facility) plus 1.75% or (ii) 2.75% above the Eurodollar base rate, which is the London Interbank Borrowing Rate ("LIBOR"). The LIBOR interest rate period can be set at a one, three or six-month period as selected by Delphi in accordance with the terms of the Amended DIP Credit Facility. Accordingly, the interest rate will fluctuate based on the movement of the Alternate Base Rate or LIBOR through the term of the Amended DIP Loans. The Amended DIP Credit Facility will expire on the earlier of October 8, 2007 or the date of the substantial consummation of a reorganization plan that is confirmed pursuant to an order of the Court. Borrowings under the Amended DIP Credit Facility are pre-payable at Delphi's option without premium or penalty.

The Amended DIP Credit Facility provides the lenders with a first lien on substantially all material tangible and intangible assets of Delphi and its wholly-owned domestic subsidiaries (however, Delphi is only pledging 65% of the stock of its first tier foreign subsidiaries to the extent that, in its reasonable business judgment, adverse tax consequences would result from the pledge of a greater percentage) and further provides that amounts borrowed under the Amended DIP Credit Facility will be guaranteed by substantially all of Delphi's affiliated Debtors, each as debtor and debtor-in-possession. The amount outstanding at any one time is limited by a borrowing base computation as described in the Amended DIP Credit Facility. The borrowing base computation exceeded the Amended DIP Credit Facility availability at December 31, 2005. Borrowing base standards may be fixed and revised from time to time by the Administrative Agent in its reasonable discretion. The Amended DIP Credit Facility includes affirmative, negative and financial covenants that impose restrictions on Delphi's financial and business operations, including Delphi's ability to, among other things, incur or secure other debt, make investments, sell assets and pay dividends or repurchase stock. Additionally, the Amended DIP Credit Facility includes negative covenants that prohibit the payment of dividends by the Company. So long as the Facility Availability Amount (as defined in the Amended DIP Credit Facility) is equal or greater than $500 million, compliance with the restrictions on investments, mergers and disposition of assets do not apply (except in respect of investments in, and dispositions to, direct or indirect domestic subsidiaries of Delphi that are not guarantors to the Amended DIP Credit Facility).

The covenants require Delphi to, among other things, (i) maintain a monthly cumulative minimum global earnings before interest, taxes, depreciation, amortization, and restructuring costs ("Global EBITDAR"), as defined in the Amended DIP Credit Facility, for each period beginning on January 1, 2006 and ending on the last day of each fiscal month through November 30, 2006, as described in the Amended DIP Credit Facility, and (ii) maintain a rolling 12-month cumulative Global EBITDAR for Delphi and its direct and indirect subsidiaries, on a consolidated basis, beginning on December 31, 2006 and ending on October 31, 2007 at the levels set forth in the Amended DIP Credit Facility. The Amended DIP Credit Facility provides permission to deliver the 2005 audited financial statements within 170 days after the year-end. The Amended DIP Credit Facility contains certain defaults and events of default customary for debtor-in-possession financings of this type. Upon the occurrence and during the continuance of any default in payment of principal, interest or other amounts due under the Amended DIP Credit Facility, interest on all outstanding amounts is payable on demand at 2% above the then applicable rate.

On October 28, 2005, the Court granted, on a final basis, the Debtors' motion for approval of the DIP financing order. The DIP financing order granted final approval of the DIP Credit Facility, as amended at the time, final approval of an adequate protection package for the prepetition credit facilities (as described below) and the Debtors' access to $2 billion in DIP financing subject to the terms and conditions set forth in the DIP financing documents, as amended. The adequate protection package for the prepetition credit facilities includes, among other things: (i) an agreement by Delphi to pay accrued interest on the loans under the prepetition credit facilities on a monthly basis, (ii) the right of Delphi to pay this interest based on LIBOR, although any lender may require that interest on its loans be based on the alternative base rate if such lender waives all claims for interest at the default rate and any prepayment penalties that may arise under the prepetition credit facilities and (iii) an agreement by Delphi to replace approximately

$90 million of letters of credit outstanding under the prepetition credit facilities with letters of credit to be issued under the Amended DIP Credit Facility. The proceeds of the DIP financing together with cash generated from daily operations and cash on hand will be used to fund post-petition operating expenses, including supplier obligations and employee wages, salaries and benefits.

On November 21, 2005, the $250 million term loan was funded and the Company elected to pay interest at LIBOR plus 2.75% for a six month period. As of December 31, 2005, there were no amounts outstanding under the $1.75 billion DIP revolving facility. However, the Company had approximately $7 million in letters of credit outstanding against the DIP revolving facility.

*Prepetition Facilities*

Prior to June 2005, Delphi had two financing arrangements with a syndicate of lenders providing for an aggregate of $3.0 billion in available revolving credit facilities, reduced by the amount of any outstanding letters of credit. The terms of the credit facilities provided for a five-year revolving credit line in the amount of $1.5 billion and a 364-day revolving credit line in the amount of $1.5 billion.

On June 14, 2005, Delphi reached agreement with its syndicate of lenders to amend certain terms of its existing $1.5 billion five-year revolving credit facility (the "Revolving Credit Facility"). The amendment increased the available credit under Delphi's Revolving Credit Facility to $1.8 billion and added a $1.0 billion six-year term loan (the "Term Loan," and together with the Revolving Credit Facility, the "Facilities"). The Revolving Credit Facility expires June 18, 2009 and the Term Loan expires June 14, 2011. Upon the effectiveness of the new Facilities, Delphi terminated its 364-day revolving credit facility in the amount of $1.5 billion. As a result of the foregoing refinancing, Delphi replaced its previous $3.0 billion revolving credit facilities with $2.8 billion of available credit, the Term Loan portion of which has been fully funded. On August 3, 2005, Delphi drew down $1.5 billion from the Revolving Credit Facility. As discussed above, on October 28, 2005 the Court granted final approval of an adequate protection package for the prepetition credit facilities which modifies the terms of the facilities. All of the prepetition lenders accepted the adequate protection package.

The Term Loan requires interest payments during the term at a variable interest rate of 550 basis points above the Alternate Base Rate (as defined in the prepetition credit agreement) and prior to the adequate protection package at a variable interest rate of 650 basis points above the Eurodollar base rate, which is the LIBOR. The LIBOR interest rate period could be set at a one, two, three or six-month period as selected by Delphi in accordance with the terms of the Facilities. Accordingly, the interest rate will fluctuate based on the movement of Alternate Base Rate or LIBOR through the term of the loan. The Term Loan had a 1% per annum amortization for the first 5 years and 9 months. In the third quarter of 2005, Delphi made the first installment payment on the Term Loan. In addition, Delphi made mandatory payments applying the sale proceeds of certain asset sales. The then outstanding principal and any accrued and unpaid interest was due in full at the end of term, on June 14, 2011. The Term Loan was not repayable in the first year and, subject to the terms of the Facilities, during the second and third year was subject to certain prepayment penalties on the balance outstanding of 2% and 1%, respectively. After the third year, the then outstanding Term Loan principal was repayable without premium or penalty.

The Revolving Credit Facility carries a variable interest rate of 400 basis points above the Alternate Base Rate and prior to the adequate protection package at a variable rate of 500 basis points above LIBOR on outstanding borrowings subject to adjustment based on Delphi's credit ratings. The Revolving Credit Facility had a commitment fee payable on the unused portion of 50 bps per annum, which was also subject to adjustment based upon Delphi's credit ratings. Accordingly, the interest rate will fluctuate based on the movement of Alternate Base Rate or LIBOR through the term of the loan. The Revolving Credit Facility expires June 18, 2009. Borrowings under the Revolving Credit Facility were pre-payable at Delphi's option without premium or penalty.

The Facilities provided the lenders with a first lien on substantially all material tangible and intangible assets of Delphi and its wholly-owned domestic subsidiaries (however, Delphi only pledged 65% of the stock of its first tier foreign subsidiaries) and further provided that amounts borrowed under the Facilities